

**PROCEEDINGS OF THE BROWN COUNTY
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Planning, Development & Transportation Committee** was held on Monday, December 28, 2009 in Room 161 of the AG & Extension Center, 1150 Bellevue Street, Green Bay, WI

Present: Norb Dantine, Bernie Erickson, Mike Fleck, Dan Haefs, Dave Kaster
Also Present: Chuck Lamine, Bill Bosiacki, Matt Heyroth, Brian Lamers, Jeff DuMez, Tom Hinz, Jayme Sellen
Fred Monique – Advance
Other Interested Parties

I. Call Meeting to Order:

The Meeting called to order by Chairman Bernie Erickson at 6:35 p.m.

II. Approve/Modify Agenda:

Motion made by Supervisor Fleck and seconded by Supervisor Dantine to approve the agenda. **MOTION APPROVED UNANIMOUSLY**

III. Approve/Modify Minutes of Regular Meeting of November 23, 2009:

Motion made by Supervisor Fleck and seconded by Supervisor Kaster to approve. **MOTION APPROVED UNANIMOUSLY**

1. Review Minutes of:

- a. Harbor Commission (October 2, 2009)
- b. Planning Commission Board of Directors (October 7, 2009)
- c. Planning Commission Board of Directors (November 4, 2009)
- d. Transportation Coordinating Committee (September 14, 2009)

Motion made by Supervisor Fleck and seconded by Supervisor Haefs to suspend the rules and approve 1 a, b, c, & d together.

MOTION APPROVED UNANIMOUSLY

Planning & Land Services:

2. Contract with Advance (Referred from September PD&T):

Chuck Lamine addressed the committee, distributing a draft agreement between Brown County and Advance to transfer marketing and administrative tasks associated with the Economic Development Revolving Loan Fund Program. Administrative activities proposed to be transferred were noted, along with those activities to be retained by Brown County (see attached for details). Lamine stated that the PALS Department and Advance have agreed in general terms to the agreement as outlined, however, Corporation Counsel, John Luetscher, will complete a legal review with the intent to bring before this committee for final action in January.

Motion made by Supervisor Haefs and seconded by Supervisor Dantine to refer to January meeting. MOTION APPROVED UNANIMOUSLY

Land Information Office:

3. **Grant Application Review (#09-45): The National Map: Imagery and Elevation Maps under ARRA:**

Jeff DuMez informed the committee that this grant will be used to obtain elevation mapping of Brown County to support a variety of activities such as stormwater management, floodplain map review, transportation infrastructure planning, 3D visualization, etc, all objectives listed in the Brown County Land Information Strategic Plan. The total grant is for \$251,666 over 1.5 years. Although a match is not required, DuMez stated he is pursuing matching funds through local municipalities and other sources. (Additional information is attached)

Motion made by Supervisor Dantine and seconded by Supervisor Fleck to approve grant application. MOTION APPROVED UNANIMOUSLY

4. **Planning Commission – Budget Status Financial Report for Oct 31, 2009:**
Lamine reported that expenditures to date are at the annual budget allocation, reflecting a once per year payment for Bay-Lake Regional Planning Commission and Northeast Wisconsin Stormwater Consortium. Charges to County departments do not reflect revenue from work performed for the EIS for the Southern Bridge and Arterial. All other categories are near budget.

Motion made by Supervisor Fleck and seconded by Supervisor Dantine to receive and place on file. MOTION APPROVED UNANIMOUSLY

- 5.. **Property Listing - Budget Status Financial Report for October 31, 2009:**
It was reported that several employees have taken voluntary unpaid leave which has reduced the salaries and fringe benefit expenses. It was also noted that land division review revenue has picked up and it is possible the department may reach budget projections.

Motion made by Supervisor Dantine and seconded by Supervisor Kaster to receive and place on file. MOTION APPROVED UNANIMOUSLY

Zoning:

6. **Budget Status Financial Report for October 31, 2009:**
Bill Bosiacki reported that all categories are at or near budget expectations. Permits and public charges are progressing at the anticipated rate.

Motion made by Supervisor Fleck and seconded by Supervisor Haefs to receive and place on file. MOTION APPROVED UNANIMOUSLY

7. **Request to fill Vacancy: Sanitary Inspector:**
Bill Bosiacki explained that the Sanitary Inspector position has been vacant since March of 2007, held open due to a decrease in the number of private onsite wastewater treatment system (POWTS) permits. Current changes to Wisconsin Administrative Code 83.255 require that all POWTS be placed on the County's

mandatory maintenance program which has significantly increased the workload. The number of POWTS on the maintenance program has increased from 6,200 to 10,650. An increase in fee from \$11 to \$16 will provide adequate funding to pay for the position without the use of levy funds. Bosiacki stated that failure to fill this position will result in the County not meeting minimum requirements of the State. Failure to complete shoreland inspections could result in structures being improperly placed and costly enforcement action that could be avoided. His recommendation is that Human Resources fill the vacancy which is currently in the Table of Organization and budgeted, therefore will have no fiscal impact.

The committee discussed options. After a lengthy discussion, it was the consensus to refer the matter to Human Resources with the suggestion that they work with staff to eliminate the present position and create an administrative position.

Motion made by Supervisor Haefs and seconded by Supervisor Kaster to refer to Human Resources to work with staff to eliminate the Sanitary Inspector position and create a new administrative position and bring back to committee in January. MOTION APPROVED UNANIMOUSLY

8. **Discussion and Action regarding implementation of the POWTS Maintenance Program. (Motion at October PD&T: To approve Option 1 Option D – that POWTS owners must have completed an ESI and returned to BC Zoning by December 31, 2015 (extended from 2013); and Option 1 Suboption E – that holding tanks and mounds to be completed first). Motion at October County Board: Refer to December Planning, Development, & Transportation Committee as per the County Board on 10/21/2009):**

Options were again discussed with Mr. Bosiacki stating that one would be that the County set parameters and develop a loan program after exploring funding mechanisms. An audit of the Wisconsin Fund Program was recently completed by the State Department of Commerce at which time Bosiacki stated he was informed that the Housing Authority may have block grants available for loans. He will follow-up on this possibility and report back.

Motion made by Supervisor Haefs and seconded by Supervisor Dantine to refer to staff and report back in 60 days. MOTION APPROVED UNANIMOUSLY

Highway/Planning Commission:

9. **Updates on CTH GV (standing item):**

Motion made by Supervisor Kaster and seconded by Supervisor Fleck to receive and place on file. MOTION APPROVED UNANIMOUSLY

Highway:

10. **November 2009 Budget to Actual:**
Brian Lamers reported he foresees no problems with the winter budget. County Executive Tom Hinz noted there may be some reimbursement for snow removal

available through FEMA. Cullen Peltier of Emergency Management Services is investigating this option.

Motion made by Supervisor Kaster and seconded by Supervisor Fleck to receive and place on file. MOTION APPROVED UNANIMOUSLY

11. **LED Traffic Signal Maintenance: If Brown County maintains the LED traffic signals, how are they being maintained:**

Chairman Erickson distributed pictures related to the recent snow storm showing that street lights were snow covered and unable to be seen (attached). Brian Lamers of the Highway Department agreed it was a problem, that staff had tried to clean them, however, could not keep up with it.

Motion made by Supervisor Fleck and seconded by Supervisor Kaster to receive and place on file. MOTION APPROVED UNANIMOUSLY

12. **Six Year County Highway Improvement Plan 2011 to 2016:**
Six Year County Highway Improvement Plan as included in packet material was addressed. Lamers explained that the plan is updated on an annual basis.

Motion made by Supervisor Haefs and seconded by Supervisor Fleck to approve. MOTION APPROVED UNANIMOUSLY

13. **Approval of the County taking ownership of the frontage road connection from CTH EB to CTH J:**

The US 41 project includes a new south frontage road that will connect CTH J and CTH EB, as well as provide access to Pamperin Park. Based on the function of the roadway, the DOT has recommended that this new road be under County jurisdiction.

Motion made by Supervisor Haefs and seconded by Supervisor Fleck to approve. MOTION APPROVED UNANIMOUSLY

14. **Request to Fill Vacancy: 1st Mechanic – Highway Department:**
Lamers asked that the Human Resources Department fill the current vacancy of a 1st Mechanic which is currently in the Table of Organization and budgeted, therefore, would have no additional fiscal impact. At this time, the staff of mechanics are not able to absorb the additional work load, leaving the options to put preventive and maintenance repair orders on hold, complete them through overtime or outsource, none of which he sees as viable.

Motion made by Supervisor Dantine and seconded by Supervisor Kaster to approve. MOTION APPROVED UNANIMOUSLY

15. **Director's Report:**

Lamers requested that an update of the construction of the Wrightstown Bridge project be put on the January agenda.

Motion made by Supervisor Dantine and seconded by Supervisor Haefs to receive and place on file. MOTION APPROVED UNANIMOUSLY

Airport – Budget Status Financial Report for November 30, 2009

Register of Deeds - Budget Status Financial Report for November 30, 2009

UW-Extension - Budget Status Financial Report for November 30, 2009

Motion made by Supervisor Dantine and seconded by Supervisor Haefs to receive and place on file Budget Status Financial Reports for Airport, Register of Deeds and UW-Extension. MOTION APPROVED UNANIMOUSLY

Port & Solid Waste – No agenda items

Other:

17. **Audit of Bills:**

Motion made by Supervisor Haefs and seconded by Supervisor Dantine to approve payment of bills. MOTION APPROVED UNANIMOUSLY

18. **Such Other Matters as Authorized by Law:**

January Agenda – Update on Construction of Wrightstown Bridge

Motion made by Supervisor Dantine and seconded by Supervisor Fleck to adjourn at 8:10 p.m. MOTION APPROVED UNANIMOUSLY

Respectfully submitted,

Rae G. Knippel
Recording Secretary

PLANNING COMMISSION

Brown County



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GREEN BAY, WISCONSIN 54305-3600

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CHUCK LAMINE, AICP

PLANNING DIRECTOR

MEMORANDUM

DATE: December 28, 2009

TO: Planning, Development & Transportation Committee

FROM: Chuck Lamine, Planning Director *[Signature]*

RE: Contract with Advance for Partial Administration of the Brown County Economic Development Revolving Loan Fund Program

Per the request of the Planning, Development and Transportation Committee and the Brown County Executive Tom Hinz, please find attached a draft agreement between Brown County and Advance to transfer marketing and administrative tasks associated with the Brown County Economic Development Revolving Loan Fund program.

The administrative activities proposed to be transferred to Advance include:

- Marketing and promotion.
- Acceptance of loan applications.
- Packaging and preparation for Loan Committee reviews.
- Underwriting activities to ensure applicant fully meets and complies with program requirements.
- Prepare approved loan documentation and loan closing.
- Collection activities of outstanding unpaid balances to bring loans current.
- Establish and maintain procedures to ensure compliance with applicable federal and state law and administrative regulations.
- Issue reports to Brown County and other related parties on activities accomplished and of progress achieved.

Activities to be retained by Brown County include:

- Establishment of the Loan Approval Committee.
- Invoicing and accounting for loan payments.
- Legal actions associated with foreclosure, liquidation, and sale of business assets.
- Application for new CDBG Economic Development Grants and associated audits.

The PALS Department and Advance have agreed in general terms to the Draft Agreement as outlined. Corporation Counsel, John Luetscher will complete a legal review and it is our intent to bring the agreement to the PD&T Committee for a final action in January.

CL:ll

Enclosure

cc: Tom Hinz, County Executive
John Luetscher, Corporation Counsel

DRAFT

DRAFT 12/28/09

AGREEMENT

BROWN COUNTY AND ADVANCE ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between Brown County, Wisconsin, a municipal corporation, herein after referred to as "County" and Advance, a division of the Green Bay Area Chamber of Commerce Foundation with its offices at 2701 Larson Rd., Green Bay, WI 54303, referred to as "Advance."

WITNESSETH:

WHEREAS, the County has available certain funds received from the U.S. Department of Housing and Urban Development for various purposes under the Wisconsin Department of Commerce Community Development Block Grant (CDBG) Program; and

WHEREAS, the County desires to continue an Economic Development Revolving Loan Program to stimulate private investment resulting in the creation and retention of jobs for low and moderate income persons to benefit from an improving economy; and

WHEREAS, one of the objectives of the CDBG Program is to strengthen and diversify the County's economic base by promoting business development primarily to allow low and moderate income persons to benefit from an improving economy; and

WHEREAS, Advance is a non-profit organization duly organized to undertake community activities and promote economic development and has demonstrated its ability to successfully administer, under appropriate regulations and with the advice of public officials of Brown County, various economic development programs; and

WHEREAS, the County is willing to make available funds from its CDBG Program for the purpose of supporting the Economic Development Revolving Loan Fund Program.

NOW, THEREFORE, IT IS AGREED THAT

1. The County hereby contracts with Advance to assist the County in the marketing, promotion, packaging, and administrative support of the Economic Development Revolving Loan Program for unemployed and other low and moderate-income persons hereinafter referred to as "RLF Program" currently operated by the County. Services to be provided by Advance shall be conducted until such time as the County and Advance mutually agree to terminate this Agreement.

It is agreed that the "necessary and appropriate" analysis standard as referenced in Exhibit A attached hereto shall be met by good faith compliance with the procedural standards set forth in the revised *Brown County Economic Development Revolving Loan Fund Manual* attached hereto as Exhibit A.

2. Advance will establish procedures to ensure compliance with applicable federal laws and administrative regulations including:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color, or national origin in loan programs and activities (recipients) receiving federal financial assistance and furthers fair housing.
 - b. Federal Executive Order 11246, which requires non-discrimination in employment for federally assisted contracts and ensures that contractors are fully informed of affirmative action requirements.
 - c. Section 3 of the Housing and Community Development Act of 1968, which provides, to the extent feasible, that opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas and that contracts for work in connection with such projects be awarded to business concerns which are located in or owned in substantial part by project area residents.
 - d. Section 504 of the Rehabilitation Act of 1973 and the Federal Age Discrimination Act of 1975, as amended.
 - e. Section 109 of the Housing and Community Development Act of 1974, a non-discrimination clause which states: "No person in the United States shall, on the grounds of race, color, national origin, or sex, be denied the benefits of or be subjected to discrimination of any program or activity funded in whole or in part with funds available under this title."
 - f. Office of Management and Budget (OMB) Circular A-110, which in part provides that the financial management systems operated by recipients of federal assistance shall provide for current reliable and complete disclosure of financial and accounting records related to the use of federal dollars. All records shall identify the source and application of funds for grant-supported activities, and accounting records are to be made available for audit(s) at the discretion of the County at not less than once per year to determine the fiscal integrity of financial transactions and performances. Advance will give the U.S. Department of Housing and Urban Development, the Wisconsin Department of Commerce, and Brown County, or any authorized representatives of the County, access to and the right to examine all records, books, papers, and documents related to the grant and grant activities. Such records shall be maintained for a period of three (3) years after the receipt of federal funds. Brown County shall bear the costs associated with audit reports.
 - g. Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations," which establishes principles for determining costs of grants, contracts, and other agreements with non-profit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by non-profit organizations. For example, to be allowed under an award, costs must meet general criteria, such as: 1) be reasonable for the performance of the award, 2) be accorded consistent treatment, 3) be determined in accordance with generally accepted accounting principles, and 4) be adequately documented.
 - h. The Conflict of Interest provisions that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, except for approved and applicable eligible administrative or personnel costs who exercises or who has exercised any functions or responsibilities with respect to such funds being provided by the County or are in a position to participate in a

decision-making process or gain inside information with regard to such activities, shall obtain a personal or financial interest or benefit from the project or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for themselves or with those with whom they have family or business ties, during their tenure or for one year thereafter.

- i. Fair Labor Standards Provisions, which governs responsibilities for workers employed in connection with federally assisted construction projects and, in some cases, costs associated with installation of equipment. Statutory provisions include:
 - i. Davis-Bacon Act (40 U.S.C. 276a-5), which contains minimum wages (basic rate of pay), fringe benefits, and wage withholding.
 - ii. Contract Work Hours and Safety Standards Act (U.S.C. 327-333) provides that work in excess of eight (8) hours per day or 40 hours per week shall be compensated for at a rate not less than one and one half (1-½) times the basic rate of pay.
 - iii. Copeland Act (Anti-Kickback Act) (U.S.C. 276c) makes it an offense for any person to include any person employed in the construction or repair of any public work financed in whole or in part by federal loans or grants to give up any part of the compensation to which he or she is entitled under the contract of employment.
 - iv. Fair Labor Standards Act (29 U.S.C. 102 et seq.) provides for minimum wages for construction workers, overtime pay, record keeping, and child labor standards.
- j. Environmental Regulations (24 CFT Part 58), conducting environmental reviews on prospective developments, determining the proposed project's effect on the natural and human environments, and receiving a release of grant conditions from the U.S. Department of Housing and Urban Development prior to obligating or expending federal funds on proposed activities.

It is understood that Advance's compliance monitoring will primarily rely upon self-reporting by the debtor, including quarterly (unaudited) financial statements and compliance certificates and annual (audited or CPA-reviewed unless waived) financial statements. Advance shall conduct physical site inspections or audit investigations other than as actually conducted in Advance's sole determination or the annual site inspection required by the Department of Commerce regulations.

3. This agreement may be terminated as follows:
 - a. During the first year of this Agreement, either party may terminate this Agreement only for cause. Beginning with the second year of this Agreement, either the County or Advance may terminate this Agreement for any reason or for no reason, by giving six (6) months written notice to the other party of its intent to terminate the Agreement, and Advance shall, within ten (10) days after expiration of such notice, submit all records, and accounts receivable to the County; or
 - b. In addition to termination, the County may take appropriate and corrective action in order to ensure compliance with this Agreement, including an order to audit Advance records pertaining to its activities and the utilization of state or federal funds.

4. Nothing contained herein nor any act of the County, Advance, or any other party shall be deemed or construed by any party or by any other third person to create any relationship with third party beneficiary, principal, or agent, limited or general partnership, or joint venture, or of any association or relationship involving the County. Advance is at all times considered an independent agency and not an agency of the County.
5. Advance shall provide reports every six (6) months for the term of the project, except that the initial report shall be provided to the County three (3) months after the date this Agreement is executed. The reports shall provide all information and data concerning the activities that are being accomplished and the progress that is being achieved. Such information shall include names of corporate clients, type and nature of financed activity or project, number of permanent and temporary full- and part-time low- and moderate-income jobs created, documentation (skilled and unskilled placements and salary levels) of those positions, and all business loan information, including loan principal, interest, all terms and conditions, and special provisions outside of customary and standard underwriting and mortgage financing practices, and amounts of program income.
6. Should any part of this Agreement be declared invalid, such decision shall not affect the validity of each remaining portion; it is hereby declared the intention of the parties that they would have executed each portion of this Agreement without reference to any other portion of this Agreement.
7. Advance will receive no monetary compensation for services provided under this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Brown County

Advance

Tom Hinz
Brown County Executive

Fred Monique, Vice President
Economic Development

Darlene Marcelle
Brown County Clerk

Exhibit "A"

Brown County Economic Development Revolving Loan Fund Manual

Attachment A

DRAFT
12/22/09
BROWN COUNTY

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**BROWN COUNTY ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
MANUAL**

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Prepared by the:

**Brown County Planning Commission
305 E. Walnut St.
Green Bay, Wisconsin 54301
(920) 448-6480**

Administered in part by:

**Advance
2701 Larson Rd.,
Green Bay, WI 54303
(920) 496-2118
Fax: (920) 496-6009**

**Using
Community Development Block Grant Funds**

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FOREWORD

The Wisconsin Community Development Block Grant (CDBG) Program, administered by the Wisconsin Department of Commerce, provides local government with funds to use for economic development, more specifically, for business start-ups and expansion. These funds, received from the U.S. Department of Housing and Urban Development, are used to provide grants to local units of government that use the funds to loan to a business. The business, in return for use of the public funds, provides private investment towards the assisted activity and most importantly creates job opportunities, principally for the benefit of low and moderate persons.

When a business repays Brown County the loan (principal and interest payments), these funds are used to capitalize a local revolving loan fund (RLF). With the RLF, Brown County can make additional loans to businesses wishing to expand or locate in the County. In administering a RLF, Brown County becomes a "bank" and accepts all of the responsibilities of a commercial lender when it makes a CDBG or RLF loan to a business.

This manual contains RLF policies and procedures to govern the use of revolving loan funds. Brown County has designed and adopted procedures that best fit its particular needs.

SECTION 1. GENERAL PROVISIONS

1.1 PURPOSE

The purpose of the policies and procedures contained within this manual, hereafter referred to as the Brown County Economic Development Revolving Loan fund Manual, is to present the criteria which governs the economic development activities assisted with funds made available through the Brown County Revolving Loan Fund (RLF) program.

1.2 OBJECTIVES

Economic development activities assisted with funds made available through the RLF Program are intended to meet the following objectives:

- (1) To encourage the creation and retention of permanent jobs, which provide a wage, appropriate to the skills and experience of the local labor force and that is competitive. A minimum of 51 percent of the jobs created shall be made available to low and moderate-income persons.
- (2) To encourage the leveraging of new private investment into Brown County in the form of fixed asset investment, particularly in land and buildings.
- (3) To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
- (4) To implement Brown County's economic development goals and objectives.
- (5) To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.

- (6) To encourage the development and use of modern technology and create safe work environments.

1.3 AMENDMENTS AND MODIFICATIONS

Brown County may from time to time amend the provisions imposed by the policies and procedures contained within the RLF manual and such amendments are subject to prior written approval by the Wisconsin Department of Commerce, RLF Administrator of the Wisconsin Community Development Block Grant Program (CDBG) that provides the funds used to capitalize the RLF.

SECTION 2. ADMINISTRATION

2.1 ADMINISTRATION OF THE REVOLVING LOAN FUND

~~Brown County has designated by agreement with Advance: a division of the Green Bay Area Chamber of Commerce Foundation located at 2701 Larson Rd., Green bay, WI 54303 who will serve as the RLF Administrator agent for the program and its related activities. The Brown County Treasurer has established a separate checking account and reserves its use solely for this program. Funding decisions will be made by the Loan Administration Committee that consists of 5-10 members appointed by the County Executive.~~

Deleted: The

Deleted: Planning Commission located at Rm. 320, Northern Building, 305 E. Walnut St., Green Bay, WI 54301

2.2 LOAN REVIEW BOARD

- (1) Brown County shall establish a formal Loan Review Committee, which shall consist of individuals representative of broad Community interests, and having special expertise and knowledge of commercial lending and economic development processes. Expertise on the Committee optimally shall include representation from the governing body, the planning commission, the local development corporation, the local chamber of commerce, the local banking community, a business law attorney, and the RLF Administrator appointed by the community.
- (2) The Loan Review Committee shall have the authority to review, select and approve loan applications. The Committee shall also have the authority to make policy recommendations for the administration of the program. Periodic activity reports prepared by the RLF Administrator shall be provided to members of the Brown County's governing body.
- (3) The RLF Administrator shall explain the Program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for financing. The RLF Administrator, where necessary and appropriate, shall counsel or guide loan applicants to other more appropriate technical and financial resources when the loan applicant has needs beyond those available from the RLF program.
- (4) The RLF Administrator shall periodically review all financial statements and loan amortization schedules of RLF loan recipients, review and approve documentation of business expenditures financed with RLF proceeds, record RLF security instruments.
- (5) The Brown County Department of Administration shall maintain the RLF accounting records which shall be segregated from other County accounts, and provide reports to the Department of Commerce regarding the use of the RLF funds.

- (6) Brown County Corporation Counsel shall prepare all loan agreements, review all promissory notes and mortgage or lien instruments, and counsel Brown County on default matters.
- (7) The RLF Administrator shall be responsible for the maintenance of all other records for the local RLF, particularly those related to the expenditures of the RLF monies for program administration purposes.

2.3 MEETINGS

Loan review meetings shall be held on an as-needed basis. Pursuant to Section 19.84, Wisconsin Statutes, all Committee members shall be given prior notice of each meeting. A majority of the Committee in attendance at a meeting constituting a quorum shall be required for official Committee action. Official actions must have the support of the majority of the Committee members present.

2.4 RECORDS

Written records of all program activities, including program meetings, loan applications, and related documents, shall be maintained in appropriate files. All files should be maintained in a secure place with limited access by authorized personnel. The Brown County's legal counsel shall be consulted in regard to compliance with state and municipal open records laws.

The following files shall be established and maintained for each loan recipient:

- (1) Loan Application File: All application, business financial statements, personal financial statements, credit reports, business plan documents, and other supporting loan information submitted to the Community, including all applicable correspondence, shall be placed in a permanent file.
- (2) Loan Recommendation File: This file should contain a summary of the analysis, recommended actions for the application, and a copy of the minutes for the Loan Review Committee meeting summarizing the action taken on the loan request.
- (3) Loan Closing File: This file contains copies of all loan-closing documents. This file contains all the legal documents from the loan closing, including security instruments, the note and other applicable correspondence and shall be placed in a locked, fireproof safe. The Brown County's Corporation Counsel should be involved in helping create and complete this file to insure complete loan documentation. Copies of the loan closing documents and an amortization schedule will be provided to the loan recipient, along with an invoice, if applicable, for loan closing and servicing fees.
- (4) "Tickler File" System: A tickler file system should be established and maintained to ensure that loan repayments, financial information, the loan agreement, UCC updates, and other time sensitive documentation requirements are tracked and obtained as required. The system should include the following monthly coded index files:
 - 1) Expiration dates for property, casualty and life insurance policies;
 - 2) Due dates for all financial statements;

- 3) Expiration dates for UCC financing statements, the reminder to update being at least 45 days prior to the expiration of the UCC filing on hand;
- 4) Scheduled dates of annual loan performance and covenant reviews;
- 5) Dates for site visits;
- 6) Due dates for property tax payments and dates by which Brown County expects to hear from the borrower regarding confirmation of payment of taxes;
- 7) Review dates for job monitoring; and
- 8) Dates on which loan recipients will be notified of scheduled changes in the loan amortization scheduled per loan agreements.
- 9) Financial Statement File: This file should contain the business' periodic financial statements as required by the loan covenants with a statement indicating that the RLF Administrator reviewed the data.
- 10) Progress Report File: Loan recipients should be required to submit periodic progress reports during the outstanding term of the loan. Brown County should make periodic site visits to verify information in the progress report and financial statements. These site visits should be documented for the file.
- 11) Site Visit File. Site visits should be conducted periodically to each loan recipient, the scheduling of which depends on the nature of the project. A summary of the site visits should be placed in the file, particularly highlighting any information that can help in rating the overall condition/risk of the loan.
- 12) Repayment Monitoring File: This file should include the loan amortization schedule, status of payments, and the outstanding balance of the loan. Observations suggesting concerns or problems should be reported to the RLF Committee and notations shall be placed in the tickler file to remind the RLF Administrator of the need to provide continued monitoring. If payments are made to an office (i.e. controller's or clerk's), there needs to be in the file receipts of payments and there needs to be a system in place to insure the timely notification of payments to the RLF Administrator.

The RLF Administrator will notify the loan recipient in writing of the deficiency and the action that will be taken should the payment not be made. Should there be a late payment, the RLF Administrator will contact the loan recipient to determine the reason for the delayed payment. Contact may need to be made with other participating lender(s) to determine if their loans are current and to alert the lender of a potential problem. All payments shall be applied first to accrued late payment penalties, then to interest accrued and then to principal.
- 13) Loan Review File: All loans are to be reviewed on an annual basis, and at such other times as may be deemed necessary by Brown County. The review should follow receipt of the fiscal year-end financial statements, the year-end progress reports, and site visits. A report on the loan review shall be in the file and

address the following: timeliness of monthly payments; condition of collateral securing the loan and status of security documents (i.e. mortgages, UCC filings); overall financial condition of the business; the presence of material liens or lawsuits; and violations of loan covenants and suggested corrective actions.

If the business is experiencing problems with any of the above criteria, the RLF Administrator is to work with the loan recipient to identify actions that are needed to correct the identified deficiencies, including possible restructuring of the loan to protect the Brown County's interest and meet the needs of the business. If appropriate, the RLF Administrator will arrange for business assistance, including services available through the University of Wisconsin-Extension, Small Business Development Center (SBDC), the Service Corp of Retired Executives (SCORE), and other entities having an interest in serving the needs of businesses.

In the event the findings of the loan review suggest serious problems, particularly if the loan is at risk for default, the account should be turned over to Brown County Corporation Counsel for legal action in order to initiate steps necessary to protect the loan and to insure the maximum repayment of the balance due. Again, corrective actions may be achieved through restructuring or if necessary, foreclosure actions.

2.5 ADMINISTRATION

Reasonable administrative funds may be withdrawn from the RLF to cover personnel costs and other administrative expenses. Local funds may be used in situations when loan repayments are insufficient to cover administrative costs. Administrative expenses of fifteen (15) percent of program income may be used for direct loan administrative costs. In addition to paying costs for a RLF Administrator, these funds may be used for the following:

- (a) Legal costs.
- (b) Consulting fees for credit analysis, business plan reviews and technical assistance.
- (c) Office supplies, copying, typing, mailing, and related.
- (d) Training costs.

To generate additional revenue to cover administrative costs, Brown County will charge a loan origination fee of 1/2 percent on all loans. The loan origination fees will be used to pay Brown County for administrative costs associated with the loan fund program. The accounting of the fee revenue placed in the RLF should include separate line items to track administrative expenses recovered.

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SECTION 3. ELIGIBILITY CONSIDERATIONS

3.1 ELIGIBLE AREA

The area served by the RLF program shall be within the corporate limits of Brown County.

3.2 ELIGIBLE APPLICANTS

- (1) Applications may be submitted to the RLF Administrator (~~Advance, 2701 Larson Rd., Green Bay, WI 54303~~) by the sole proprietor or Chief Executive Officer of any business wishing to establish a new operation or expand an existing operation in Brown County.
- (2) No member of the governing body, loan review board, or any other official, employee, or agent of Brown County who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.
- (3) No program loans will be made which are in conflict with Section 946.13 of the Wisconsin Statutes (Private Interest in Public Contract Prohibited).
- (4) Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin.

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305 E. Walnut St., Green Bay, WI 54301

3.3 ELIGIBLE ACTIVITIES

Program loans shall be available to eligible applicants for the following activities:

- (1) The acquisition of land, buildings, and fixed equipment.
- (2) Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.
- (3) Clearance, demolition, or the removal of structures or the rehabilitation of buildings and other such improvements.
- (4) The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.
- (5) Working capital (inventory and direct labor costs only).

3.4 INELIGIBLE ACTIVITIES

Program loans shall not be available for the following activities:

- (1) Refinancing or consolidating of existing debt.
- (2) Reimbursement for expenditures prior to loan approval.
- (3) Specialized equipment that is not essential to the business operation.
- (4) Residential building construction or reconstruction (unless such reconstruction is intended to convert the building to a business or industrial operation).
- (5) Routine maintenance.

- (6) Professional services such as feasibility and marketing studies, accounting, management services, and other similar services. Legal services incurred in the closing of a RLF loan are eligible.
- (7) Other activities that the Loan Review Committee may identify during the administration of the program.

3.5 INELIGIBLE BUSINESSES

Program loans shall not be available for the following businesses:

- (1) Speculative investment companies.
- (2) Real estate investment companies.
- (3) Lending institutions.
- (4) Gambling operations.
- (5) Non-public recreation facilities.
- (6) Other businesses not serving the interest's of the Community.

3.6 MINIMUM REQUIREMENTS

To be eligible for funding, a proposed project must meet all of the following minimum requirements:

- (1) Private Funds Leveraged. The applicant must leverage a minimum of one dollar (\$1.00) of private funds for every one dollar (\$1.00) of loan funds requested. Higher leverage may be required at the discretion of the Loan Review Committee.
- (2) Cost Per Job Created. At least one (1) full-time permanent position or full-time equivalent must be created for every \$20,000 of program funds requested. The Committee may require lower job cost where warranted, (i.e. taking into consideration type of jobs, hourly wage, etc.)
- (3) Financial Feasibility and Business Viability. The applicant must demonstrate that the proposed project is viable and the business will have the economic ability to repay the funds.
- (4) Low and Moderate Income (LMI) Benefits. The project shall provide increased permanent employment or will retain existing jobs, which would have been lost locally. Of the jobs created or retained by the project, at least 51 percent of these jobs must be made available to low to moderate income persons, (as defined by household incomes published by the U.S. Housing and Urban Development and available through the Wisconsin Department of Commerce).
- (5) Compliance with Applicable Laws. Applicants shall comply with all applicable local, state, and federal laws and codes.

- (6) Project Completion. Projects shall be completed within 24 months from the date of the loan approval. Applicants shall provide the RLF Administrator a project implementation schedule not exceeding 24 months for project completion and job creation, and maintain the positions created for 24 months.

SECTION 4. TERMS AND CONDITIONS

4.1 TERMS AND CONDITIONS

Loan terms and conditions shall be structured on need and ability to repay. Minimum standards shall include the following:

- (1) Loan Amount. Loan amounts are subject to the availability of program funds. A minimum loan of \$10,000.00 and a maximum loan of \$250,000.00 for each borrower.
- (2) Interest Rate. The interest rate shall be established by the Loan Review Committee.
- (3) Terms for Loans.
 - (a) Working capital loans shall have a maximum term of seven years.
 - (b) Loans for machinery, equipment and fixtures shall have a maximum term of ten years.
 - (c) Real estate loans shall have a maximum term of 12 years which can be amortized on a 20-year basis with the option of refinancing for an additional 8 years.
 - (d) In any case, the loan shall not have a term longer than the terms of the other private financing in the project.
- (4) Period of Payment. Terms may include longer amortization schedules with balloon payments. Amortization schedules shall be set up for monthly payments.
- (5) Repayment. Payment of interest and/or principal may be deferred during the implementation period of the assisted activity if merited in the loan application. Interest shall accrue during the deferment period and may be paid in full or added to the principal amount of the loan. Following the deferral period, interest and principal shall be paid for the remaining term of the loan.
- (6) Prepayment. There shall be no prepayment penalties.
- (7) Collateral. Brown County will seek to have the best possible collateral position possible to ensure that RLF loans are adequately secured.

SECTION 5. APPLICATION PROCEDURES

5.1 DISCUSSION OF REQUIREMENTS

Prior to submitting an application, the applicant shall discuss the program with the RLF Administrator. The RLF Administrator shall assist the applicant, as is reasonably necessary, in

completing the application. All financial information will be kept in a secured place with limited access by authorized personnel only.

5.2 TIMING

Applications may be submitted at any time during the calendar year.

5.3 PRIORITY

Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed. In the event that loan funds requested exceed available funds, the following criteria will be used to determine which business(es) will be awarded the loan(s):

- (1) Eligibility of the applicants.
- (2) Eligibility of the project to be undertaken.
- (3) The extent to which private funds are to be leveraged.
- (4) The extent to which jobs are to be created, and the type jobs and wages.
- (5) The extent to which the loan can be secured.
- (6) Evidence of ability to repay the loan.
- (7) Size of the loan requested.
- (8) Timing of the proposed expenditures.
- (9) Completeness of application.
- (10) Other factors as deemed appropriate.

5.4 LOAN APPLICATION

Application Procedures

Businesses that are interested in applying for a loan will be requested to submit an application along with supporting documentation and a \$100 non-refundable loan application fee, to the RLF Administrator (Advance whose office is located at 2701 Larson Rd., Green Bay, WI 54303). A copy of the application and standard conditions are included as Attachment A to this Manual.

- (1) Business Description. A written description of the business, including the following:
 - (a) A brief history of the existing or proposed business, including when it started or is to start, type of operation, legal structure, markets, and products.
 - (b) Key customers and clients.

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- (c) A personal resume of each principal associated with the business, including: number of years of experience in the business; educational background; and role in the proposed or existing business.
- (d) Three years of financial history including balance sheets, profit/loss statements, cash flow statements and accountant notes.
- (2) Project Description. A description of how the business plans to use the requested funds.
- (3) Commitments from Private Lenders. This consists of commitments from all private lenders making loans to the project. Lender commitment letters should include:
 - (a) Description of the type of loan being made by the lender (first mortgage, permanent financing, construction financing, etc.)
 - (b) The amount of the loan, interest rate, term, and security, availability, and repayment schedule and amounts.

These commitments shall be obtained concurrently with the negotiation of the terms and conditions of the RLF Program loan to insure the interest of Brown County are secured.
- (4) Projections. Provide proformas (a balance sheet & income statement and cash flow statement). These should cover a three-year period and should be based on the assumption that the business will receive the requested loan.
- (5) Additional Information. Additional information as may be required by the Loan Review Committee, or the RLF Administrator.

5.5 REVIEW PROCESS

Specific steps in the review process include the following:

- (1) Preliminary Review. The RLF Administrator will review the application for completeness and verify that the proposed project meets the minimum requirements provided in Section 3.6. If the application is not complete, the RLF Administrator will inform the applicant of the deficiencies.
- (2) Formal Review. The Loan Review Committee will meet to review an application within 30 days of the receipt of a completed application or at some other predetermined schedule. Once the review is completed and the proposal is acceptable for funding, the Loan Review Committee will forward the proposal to the RLF Administrator to act on loan requests.
- (3) Negotiation of Terms. Upon the acceptance by the governing body, the RLF Administrator will contact the business in writing to review and explain the terms of the loan.
- (4) Notice of Award. If the application is approved, a closing will be scheduled to execute the necessary loan documents.

- (5) Rejection of Award. If the application is not approved, the RLF Administrator will send a letter to the applicant stating the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the loan request or to identify alternative funding sources.

SECTION 6. DISTRIBUTION OF FUNDS

6.1 LOAN PROCEDURES

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time during the term of the loan.

- (1) Notice of Award. The Loan Review Committee must have reviewed and approved a complete application for an eligible applicant.
- (2) Loan Origination Fee. The business will be required to pay a loan origination fee equal to one-half of one percent (.5%) of the loan prior to closing.
- (3) Loan Agreement. Brown County Corporation Counsel shall review a loan agreement, which shall be executed by the Brown County's Executive, Clerk and the Chief Executive Officer of the business.
- (4) Promissory Note. A promissory note shall be reviewed by Brown County Corporation Counsel and signed by the Chief Executive Officer at the time of loan closing. The note must be dated; it must reference the agreement between Brown County and the business; and, it must specify the amount and terms of the loan funds delivered.
- (5) Security. Mortgage or lien instruments or personal guarantees provided as security for all loans shall be reviewed by Brown County Corporation Counsel and executed at the time of the loan closing. The RLF Administrator, shall record the instrument and place a copy in the project file to include:
 - (a) Mortgage and/or security agreement.
 - (b) UCC searches and filing.
 - (c) Guarantee agreement.
 - (d) Title insurance or Abstract.
 - (e) Assignment of Life Insurance.
 - (f) Casualty Insurance binder.
 - (g) Personal guarantee.
 - (h) Other documentation as may be appropriate.
- (6) Repayment Schedule. The RLF Administrator shall prepare a loan repayment or amortization schedule after the loan proceeds are fully disbursed. The repayment schedule shall be dated and signed by both the CEO and the Chief Executive Officer of

the business. At that time, the repayment schedule shall be attached to both parties' copies of the agreement.

- (7) Evidence of Permits, etc. Documentation must be provided by the applicant that the applicant prior to the release of program funds has obtained all necessary permits, licenses, and any other registrations required.
- (8) Evidence of Program Expenditures. Documentation must be provided by the business to evidence program expenditures prior to the release of funds. Documentation shall include bills and invoices or receipts for materials, final bills of sale or canceled checks. All documentation shall be reviewed and approved by the RLF Administrator.
- (9) Fixed Equipment. Fixed equipment financed with program funds must have been purchased, delivered, and installed. The RLF Administrator shall verify the installation of fixed equipment.
- (10) Other Documentation. As appropriate or necessary, the borrower may be asked to provide the following:
 - (a) A certificate of status from the Department of Financial Institutions.
 - (b) The Articles of Incorporation and by-laws.
 - (c) A Board resolution to borrow funds and Secretary's certificate.
 - (d) Current financial statements.
 - (e) Evidence of having secured other funds necessary for the project.
 - (f) An Environmental Assessment for real estate loans which may either be a Phase I, II, or III analysis, depending on the environmental condition of the site.

With the above documentation in place, the RLF Administrator will schedule a loan closing. All documents will be executed before funds are disbursed, and mortgages and UCC Statements shall be recorded with the Register of Deeds and the Secretary of State (the Appendix contains a Loan Closing Documentation Checklist).

SECTION 7. POST APPROVAL REQUIREMENTS

7.1 OBLIGATION OF LOAN RECIPIENT

In addition to the terms and conditions of the loan, all borrowers shall agree to comply with the following:

- (1) The creation or retention of the agreed upon number of jobs within 24 months of the date of the execution of the loan agreement with the Community.
- (2) Not to discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin in any employment or construction activity related to the use of the business loan funds.

- (3) To use the loan money only to pay the cost of services and materials necessary to complete the project or activity for which the loan funds were awarded.
- (4) To permit inspections by the RLF Administrator or by persons authorized by Brown County or its agents of all projects and properties assisted with loan funds. Related project materials shall also be open to inspections, which include, but may not be limited to, contracts, materials, equipment, payrolls, and conditions of employment. Requests for inspection shall be complied with by the borrower.
- (5) To maintain records on the project as may be requested by Brown County. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.
- (6) To submit periodic progress reports to the RLF Administrator in accordance with the schedule in the loan agreement. These reports shall report on project progress including number of jobs created or retained during the loan agreement.
- (7) To maintain fire and extended coverage insurance on the project property required during the term of the loan. Brown County shall be listed as Loss Payee, Mortgagee, or "additional" insured on the policy. Term life insurance may be required of the applicant to cover the loan balance through the life of the loan.
- (8) To abide by all federal laws, when applicable. These include, but may not be limited to: The Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Davis-Bacon Act, as amended; the Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act; and, all regulations pursuant to these Acts.

SECTION 8. PERFORMANCE MONITORING

8.1 PRIVATE LEVERAGE COMMITMENTS

The RLF Administrator shall monitor the use of the funds and expenditure of private leverage commitments. Documentation may include invoices or receipts for materials and supplies, letters from lenders, final bills of sale, and canceled checks.

8.2 HIRING OF NEW EMPLOYEES

The RLF Administrator shall monitor the borrower's progress in meeting agreed upon job creation or retention goals. Job creation must be documented using payroll records. Before-project and after-project payroll records should be provided by the borrower to document job creation. Failure of the business to provide the targeted number of LMI level jobs may be a condition for default unless the business can show it made a good faith effort to create the targeted number of LMI jobs but did not succeed due to reasons beyond its control.

8.3 DEFAULT

In the event the business is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties, shall, at the Brown County's option, become immediately due and payable. To exercise this option, Brown County's Corporation Counsel shall prepare a written notice to the business. The notice shall specify the following:

- (a) The default.
- (b) The action required to cure the default.
- (c) A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.
- (d) Any penalties incurred as a result of the default, jobs, etc.

SECTION 9. USE OF LOAN REPAYMENTS AND REPORTING

9.1 RLF PROGRAM

Repaid loans shall be re-deposited into the Revolving Loan Fund account and used in a manner consistent with the policies and procedures manual. A separate accounting record for each loan shall be kept to account for all funds loaned. The RLF account shall be audited on an annual basis and the RLF Administrator shall provide semi-annual reports to Commerce, June 30 and December 31, regarding the use of program income. Reports shall be submitted on forms prescribed by the Wisconsin Department of Commerce.

SECTION 10. LOAN SERVICING

10.1 MONITORING

The RLF Administrator shall monitor each loan to ensure compliance with the loan terms and conditions and to monitor the financial health of the business to insure continued repayment of the loan. The monitoring will also ensure that all recordkeeping requirements are met particularly in regard to job creation and expenditures of matching funds.

A loan servicing file shall be established and maintained for each loan recipient that includes all written correspondence; a record of important telephone conversations; a list of applicable loan covenants; certificates of insurance for builder's risk, property-casualty, and life insurance, as applicable; and documentation for job creation and retention including low and moderate income certifications forms.

10.2 RECORDKEEPING

In addition to the above, the RLF financial management records must be comprehensive and designed to provide the following information:

- (a) A Revolving Loan Fund Register that records all deposits and disbursements to and from the RLF, including funds used for RLF administration.
- (b) A CDBG Loan Repayment Register that records repayments made by each business which has received a loan from the RLF. It also tracks the balance of repayments from all loans from the RLF.
- (c) A Collection Register for every loan made. Each register contains the business name, loan date, loan amount, terms, and date repayment begins. Payments are divided into principal and interest payments with a declining principal balance.
- (d) RLF Loan Repayment Registers that record repayments made by each business, which has received a loan from the RLF. It also tracks the balance of repayments from all loans from the RLF.

LOAN CLOSING DOCUMENTATION CHECKLIST

			If Recording Required:		
	Date Requested	Date Received	Date Recorded	Date Returned	Not Applicable
FOUNDATION DOCUMENTATION					
Financial Statements					
Certificate of Corporate Good Standing from Sec. of State					
Loan Commitment Letter					
Loan Agreement					
Borrowing Resolution or Agreement					
Certified Copy of Resolution Authorizing Actions Taken					
Sole Ownership Affidavit					
Other					
GUARANTEES/DEBT SUBORDINATION					
Unlimited, Limited, or Specific Guarantee					
Spousal Consent					
Debt Subordination					
Authorizing Resolution or Agreement					
Other					
POSSESSORY COLLATERAL INCLUDING LIFE INSURANCE					
Possession of Policy					
Assignment of Policy as Collateral					
Transmittal Letter and Request for Acknowledgement and Policy Information					
Other					
NONPOSSESSORY COLLATERAL					
Release of Prior Lender Filings					
Security Interest Subordination Agreement					
Business Chattel Security Agreement					
Selective Business Security Agreement					
Financing Statement					
Financing Statement Fixtures - Real Estate Records					
Motor Vehicle Perfection					
Insurance Binder on Collateral					
Other					
REAL ESTATE					
Survey					
Appraisal					
Casualty Insurance Binder					
Title Insurance Binder					
Title Insurance Policy					
Title Opinion Based on Abstract					
Check of Legal Description Against Deed, Mortgage, and Title Insurance Binder					
Environmental Audit					
Mortgage					
Business Real Estate Security Agreement					
Flood Plain Certificate					
Flood Plain Notice					
Real Estate Mortgage Subordination Agreement					
Other					
NOTE DISBURSEMENTS					
Business Note					
Statement					
Other					
COMPLETED BY:					
RENEWED BY:					

Attachment B
BROWN COUNTY
Wisconsin Development Fund Revolving Loan Fund Application

1. Business Name _____

2. Brief Project Description _____

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3. Contact Name & Address _____

Telephone: () _____ Federal I.D. # _____

Fax Number: () _____ Email Address _____

4. Use of RLF Funds _____

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6. Source and Amounts of Funding for Project:

a) Private Lender \$ _____

b) S.B.A. \$ _____

c) Owner's Equity \$ _____

d) Brown County \$ _____

e) Other \$ _____

Total Project: \$ _____

5. Total Project Cost _____

7. Assistance requested from Brown County: (Amount, Rate, Term):

8. Job Creation (Number, full-time/part-time, pay levels):

9. Date funds needed: _____

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(Applicant's Signature)

(Date)

BROWN COUNTY
ECONOMIC DEVELOPMENT FUND REVOLVING LOAN FUND
Standard Application Documentation

Please include the following supporting documentation, if applicable, along with each revolving loan fund application. All information must be signed and dated.

- (1) Application Fee. Submittal of a non-refundable loan application fee of \$100 payable to the RLF Administrator: Advance.
- (2) Business Description. A written description of the business, including the following:
 - (a) A brief history of the existing or proposed business, including when it started or is to start, type of operation, legal structure, markets, and products.
 - (b) Key customers and clients.
 - (c) A personal resume of each principal associated with the business, including: number of years of experience in the business; educational background; and role in the proposed or existing business.
 - (d) Three years of financial history including balance sheets, profit/loss statements, cash flow statements and accountant notes.
- (3) Project Description. A description of how the business plans to use the requested funds.
- (4) Commitments from Private Lenders. This consists of commitments from all private lenders making loans to the project. Lender commitment letters should include:
 - (a) Description of the type of loan being made by the lender (first mortgage, permanent financing, construction financing, etc.)
 - (b) The amount of the loan, interest rate, term, and security, availability, and repayment schedule and amounts.

These commitments shall be obtained concurrently with the negotiation of the terms and conditions of the RLF Program loan to insure the interest of Brown County are secured.
- (5) Projections. Provide proformas (a balance sheet & income statement and cash flow statement). These should cover a three-year period and should be based on the assumption that the business will receive the requested loan.
- (6) Additional Information. Additional information as may be required by the Loan Review Committee, or the RLF Administrator.
- (7) Statement of anticipated benefits (job creation) from proposed loan.
- (8) Current payroll spreadsheet listing number of employees and pay scales. For each position indicate whether full-time or part-time; percentage of male/female; and minority/non-minority.
- (9) Personal financial statements of the principals, owners, officers, directors.
- (10) A source and use statement for the project.
- (11) A copy of lease, purchase agreement, or other financing arrangements.
- (12) An independent appraisal on an as-completed basis.
- (13) A letter from the Chief Executive Officer committing the business to proposed project.
- (14) Third-party documentation of the availability of private funds included in the package to include "but for" clause.
- (15) A list of collateral to be offered as security.
- (16) Copies of specifications, equipment description, and detailed cost estimates for all items to be included in total loan package. Provide third-party documentation to support estimates.
- (17) A Memorandum of Agreement between the Green Bay Office of Wisconsin Job Service and the recipient business, documenting the commitment to recruit low and moderate income persons for the low and moderate skilled jobs to be created.
- (18) Documentation that the project is in compliance with local and state building codes and zoning regulations and other applicable ordinances.

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Aerial Photography & Orthophotography

Aerial photographs have been taken of Brown County intermittently since the 1930s. Air photos have proven to be valuable for many purposes. Using Geographic Information Systems (GIS), aerial photography can be even more useful as an accurate base map when processed into "orthophotographs," a special kind of aerial photo map that's been processed to remove distortions caused by camera perspective and terrain and projected to a map coordinate system. Aerial orthophotos are used for an even wider range of uses on a computer, including economic development planning and to help analyze emergency situations. Demand for up-to-date imagery has increased in recent years, and acquisition costs have decreased as newer digital cameras speed up the process of collecting and processing aerial photos. Because land use is constantly changing, air photos remain valuable even years after acquisition. So far, cameras mounted on airplanes have been the most cost-effective way to acquire detailed aerial images, but satellite imagery is improving in quality and may become more available in the future.

What is "LiDAR"?

Recent advancements in light detection and ranging (LiDAR) technology make it possible to create digital terrain model (DTM) data efficiently, cost-effectively, and accurately. Aircraft-mounted LiDAR equipment uses laser distance measurements to sample millions or even billions of points on the ground. LiDAR blends the speed of computer-directed lasers and the precision of global positioning system (GPS) surveying to create a technology that delivers elevation surface models much more quickly than traditional methods.

2-foot contours and terrain models with +/- 0.5 foot accuracy

LiDAR can produce elevation/terrain surface models accurate to +/- 0.5 feet. This is adequate to generate "2-foot elevation contours" and realistic depictions of terrain.

Purpose of LiDAR elevation/terrain data

A few common applications of LiDAR 2-foot digital contouring are listed below:

Storm Water Management

The terrain data allows the calculation of slope and drainage of the flow of overland and channel flow. When layered with aerial photos, land use, and other GIS layers it is also possible to determine the type of land use, permeability, and other characteristics needed to determine volume of runoff and pollutant loading. The ability to measure and model large areas of land very quickly can save a lot of time and money.

Utility and Roadway Design

LiDAR data can greatly reduce the amount of field survey work required to plan and design utilities, roads, and other infrastructure. The terrain modeling can help determine not only slope but also cut and fill estimates. When used in conjunction with aerial photos and other GIS map layers, existing structures, trees, roads, driveways, parking lots, utility poles, and many other features can be seen and accounted for during the planning and design phase.

Other uses

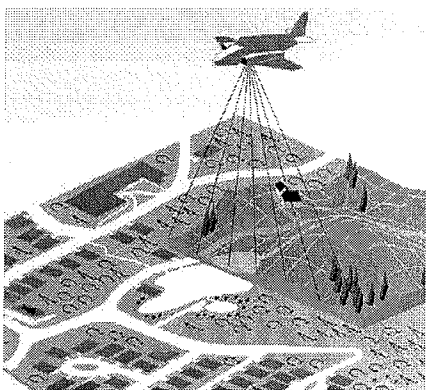
There are a wide variety of uses of this data. A few examples: checking flood elevations, finding a parcel with sufficient slope for a walk-out basement, sizing culverts, mapping tile lines, determining "line of sight," placement of communication towers, and more.

Value of LiDAR

LiDAR is very cost-effective, saving up to 40 percent of the cost over traditional methods of mapping and modeling elevation and terrain. LiDAR data can also accelerate project schedules by as much as 30 percent. Once the LiDAR elevation data is put into the county's central GIS database, it can be available to many people as needed.

Partnership benefits

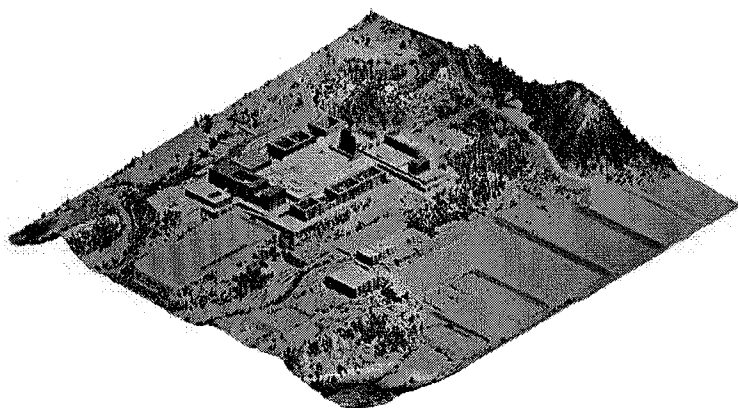
A partnership for a 2010 flight is in the early stages of planning. If counties and municipalities join together to collect LiDAR data and aerial photography acquisition, there is an "economy of scale" factor that drives down acquisition cost when doing these types of projects because the contractor is able to mobilize planes more efficiently and to cover larger swaths of land at once. Also, regional or even statewide dataset is more attractive to federal and state organizations that may contribute money towards the project and drive the cost to the county down.



Left: LiDAR (light detection and ranging) elevation data is collected from an airplane. Millions or even billions of points measuring elevations are rapidly collected to accurately model the surface of the earth.



Left: Aerial photography and many other GIS layers can overlay with the LiDAR data to help provide planners, engineers, and developers with accurate information to show existing conditions and provide "what if" scenarios.



Left: LiDAR data can be visualized from different perspectives, used to generate surface water flow models for stormwater management, plan for cut and fill estimates for road construction, model "line of sight," and many other purposes.

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